

RESOLUTION NO. 2655

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF TOLLESON, ARIZONA, APPROVING A PRIVATE ROADWAY ACCESS EASEMENT FOR VEHICULAR INGRESS AND EGRESS PURPOSES ACROSS THE PRIVATE STREET KNOWN AS PIMA STREET BETWEEN THE CITY OF TOLLESON AND MARTENS PARK 91 LAND, LLC, AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE EASEMENT.

WHEREAS, the City of Tolleson owns certain real property commonly known as Pima Street, a private roadway located within the City; and

WHEREAS, Martens Park 91 Land, LLC, an Arizona limited liability company, owns property adjacent to Pima Street legally described in Exhibit A to the Private Roadway Access Easement; and

WHEREAS, Martens Park 91 Land, LLC has requested access across Pima Street for vehicular and pedestrian ingress and egress to serve its property and associated development; and

WHEREAS, the City and Martens Park 91 Land, LLC desire to enter into a Private Roadway Access Easement granting a perpetual non-exclusive easement across Pima Street for roadway improvements and access purposes, subject to the terms and conditions set forth therein; and

WHEREAS, the Mayor and Council have determined that approval of the Private Roadway Access Easement is in the best interests of the City and serves a valid public purpose.

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF TOLLESON, ARIZONA, as follows:

Section 1. The recitals above are hereby incorporated as if fully set forth herein.

Section 2. The Private Roadway Access Easement for Vehicular Ingress and Egress Purposes Across the Private Street Known as Pima Street between the City of Tolleson and Martens Park 91 Land, LLC, is hereby approved in substantially the form attached hereto as Exhibit A and incorporated herein by reference.

Section 3. The Mayor, City Manager, City Clerk and City Attorney are hereby authorized and directed to take all steps necessary to cause the execution and delivery of this Private Roadway Access Easement and to take all steps necessary to carry out the purpose and intent of this Resolution.

Section 4. This Resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED by the Mayor and Council of the City of Tolleson, Arizona, on this 23rd day of June, 2026.

Juan F. Rodriguez, Mayor

ATTEST: _____
Crystal Zamora, City Clerk

APPROVED AS TO FORM: _____
Justin Pierce, City Attorney

EXHIBIT A

TO

RESOLUTION NO. 2655

[Private Roadway Access Easement]

See following pages.

WHEN RECORDED, RETURN TO:

City of Tolleson
City Clerk
9055 West Van Buren Street
Tolleson, Arizona 85353

PRIVATE ROADWAY ACCESS EASEMENT FOR
VEHICULAR INGRESS AND EGRESS PURPOSES ACROSS THE
PRIVATE STREET KNOWN AS PIMA STREET

This Private Roadway Access Easement ("Agreement") between THE CITY OF TOLLESON, an Arizona municipal corporation (the "CITY") and MARTENS PARK 91 LAND, LLC, an Arizona limited liability company ("MARTENS PARK 91"), (collectively, the "party" or "parties"), is hereby entered into and shall be effective on the last signature date set forth below. .

RECITALS

MARTENS PARK 91 is the owner of that certain real property legally described on **Exhibit A** attached hereto and incorporated herein by this reference (the "MARTENS PARK 91 Property").

The CITY is the owner of certain real property legally described on **Exhibit B** attached hereto and incorporated herein by this reference, which is a private (not public) road, commonly known as Pima Street (the "Easement Property").

The CITY wishes to grant MARTENS PARK 91 an easement to install, maintain and allow for a private roadway for pedestrian and vehicular ingress and egress use by MARTENS PARK 91, its contractors, tenants, employees, designees, successors and assigns (the "MARTENS PARK 91 Parties"), on and over and the Easement Property.

NOW THEREFORE, in consideration of the premises and promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

AGREEMENTS

1. Accuracy of the Recitals. The parties hereby acknowledge the accuracy of the Recitals, which are incorporated herein by this reference.

2. Grant of Easements. The CITY hereby grants to MARTENS PARK 91, for the benefit of the MARTENS PARK 91 Parties, a perpetual non-exclusive easement on, over and under the Easement Property for construction, reconstruction, maintenance, repair and use of private roadway improvements (including, without limitation, curb, gutter and roadway), as generally described on **Exhibit C** attached hereto and incorporated herein by this reference (the "Roadway

Improvements").

3. Non-Interference with Roadway Improvements. The easement granted to MARTENS PARK 91 across the Easement Property is a non-exclusive easement; provided, however, the CITY agrees and acknowledges that in no event shall any other use of the Easement Area by the CITY, or any party obtaining its interest by or through the CITY, in any way interfere with, conflict with or disrupt MARTENS PARK 91's use of the Roadway Improvements described herein, or the free and unobstructed vehicular ingress and egress from the MARTENS PARK 91 Property across the Easement Property to and from the public street known as 91st Avenue. Any damage caused to the Roadway Improvements by the CITY, or its employees, agents, contractors or invitees or any party obtaining its interest in the Easement Property by or through the CITY, shall be promptly repaired and restored by the CITY, at its sole cost and expense.

4. Compliance with CITY Construction Requirements. MARTENS PARK 91 understands and agrees that the initial construction of the Roadway Improvements, to be constructed in the currently private road referred to as Pima Street, shall comply with plans previously permitted and approved by City of Phoenix (attached as Exhibit D) which allows for public vehicular ingress and egress roadway connecting to a public street, being 91st Avenue. The plans and specifications for the initial construction of the Roadway Improvements (the "Approved Plans") have been submitted to the CITY and were previously approved. Copies of the Approved Plans will be on file with the CITY. The initial construction of the Roadway Improvements shall be materially in accordance with the Approved Plans, including the type and quality of materials used. No material alteration, addition, modification, deviation from or amendment to the Approved Plans shall be made or permitted without the CITY's prior written approval.

5. MARTENS PARK 91 to Bear Cost of Improvements. The CITY shall not be responsible for any costs and expenses of designing, constructing or maintaining the Roadway Improvements. MARTENS PARK 91 shall be responsible for ensuring that the initial construction is completed in a good and workmanlike manner, in accordance with the Approved Plans. Associated costs for the Roadway Improvements will be the responsibility of MARTENS PARK 91.

6. Maintain the Easement Property Free of Liens. MARTENS PARK 91 shall keep the Easement Property free and clear of any or all mechanic's and materialmen's liens arising out of MARTENS PARK 91, including, but not limited to, mechanics' and materialmen's liens relating to the MARTENS PARK 91 work contemplated hereby.

7. Indemnification. MARTENS PARK 91 agrees to indemnify and hold harmless and release the CITY from any and all claims for damages or injury arising from or in any way incident to the design, engineering, construction, and use of the Roadway Improvements, or the exercise of any other rights or obligations under this Agreement. MARTENS PARK 91's indemnification shall expressly include, but shall not be limited to, damages to the CITY or its members' properties resulting from failure of or damage to any CITY property. In the event that the CITY is named as a party to any lawsuit to which this indemnification provision applies, MARTENS PARK 91 shall

reimburse the CITY for all attorneys' fees and costs incurred in defending itself in the lawsuit. Notwithstanding the forgoing, in no event shall the forgoing indemnity apply to any damages or injuries caused by the breach of this Agreement by the CITY or the acts, negligence or willful misconduct of the CITY, or its employees, agents, contractors or invitees.

8. Maintenance. Pursuant to that certain Private Roadway Access Easement for Vehicular Ingress and Egress Purposes across the Private Street Known as Pima Street, recorded as part of Resolution No. 2379 of the City of Tolleson, Arizona as Document No. 20190360200 on May 16, 2019, in the office of the Recorder of Maricopa County, Arizona, CRP/Marwest Logic Park Owner, L.L.C., previously agreed to maintain, or cause to be maintained, the Roadway Improvements existing in the Easement Property, in good condition and repair, provided however, the CITY shall be solely responsible for repairing any damage caused to the Roadway Improvements constructed in the Easement Property as a result of any acts or omissions of the CITY or its employees, contractors or agents.

9. Enforcement. CITY and/or MARTENS PARK 91 may enforce this Agreement by appropriate legal action and the prevailing party in such litigation may recover as part of its costs in such action reasonable attorneys' fees, costs and expenses of enforcing its rights hereunder. This Agreement contains the entire agreement between the parties. Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if evidenced in writing and signed by each party. This Agreement shall be construed in accordance with the laws of the State of Arizona.

10. Reversion of Easement. In the event, any MARTENS PARK 91 Parties cease using the Roadway Improvements for vehicular ingress or egress purposes for a period of two years, this Easement shall terminate 30 days after written notice from MARTENS PARK 91 to CITY that it intends to terminate the Easement for non-use.

11. Binding Effect. This Agreement shall be binding upon and benefit the Easement Property and MARTENS PARK 91 Property and shall benefit MARTENS PARK 91 and the MARTENS PARK 91 Parties and the property described on **Exhibit A** and **Exhibit B** attached hereto. This Agreement shall inure to and be binding upon the parties hereto and their respective successors and assigns and shall run with the land. Upon conveyance of the MARTENS PARK 91 Property, MARTENS PARK 91 shall be deemed released from its obligations under this Agreement, to the extent accruing on or after such conveyance date, and the successor owner of the MARTENS PARK 91 Property shall thereafter be deemed to have assumed all obligations under this Agreement accruing on the date on and after such conveyance. Any subsequent conveyance of the MARTENS PARK 91 Property shall likewise release such conveyance granted and bind such conveyance granted. The term of the easements granted herein shall be perpetual.

12. Counterparts. This Agreement may be executed in one or more counterparts each of which in the aggregate shall constitute the same instrument.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year last set forth below.

CITY:

CITY OF TOLLESON, ARIZONA,
a municipal corporation

By: _____
Reyes Medrano, Jr., City Manager

ACKNOWLEDGEMENT

STATE OF ARIZONA)
) ss.
County of Maricopa)

On this _____ day of _____, 2026, before me, the undersigned Notary Public, personally appeared Reyes Medrano, Jr., CITY Manager of the CITY of Tolleson, Arizona, a municipal corporation, being so authorized to execute, who executed and acknowledged the foregoing instrument for purposes therein contained and whose identity was proven to me on the basis of satisfactory evidence to be the persons who they claim to be and acknowledged that they signed the Private Roadway Access Easement.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public

My Commission Expires:

APPROVED AS TO FORM:

Justin Pierce, City Attorney

ACCEPTED BY:

MARTENS PARK 91:

MARTENS PARK 91 LAND, LLC,
an Arizona limited liability company

By: _____

Name: _____

Title: _____

Date

EXHIBIT A

LEGAL DESCRIPTION TO MARTENS PARK 91 PROPERTY

Maricopa County Assessors APNs. 101-13-002C and 101-14-576

Lot 1, of PARK 91, according to the plat of record in the Office of the County Recorder of Maricopa County, Arizona, recorded in Book 1923 of Maps, Page 17.

Excepting therefrom all minerals, ores and metals of every kind and character, and all coal, asphaltum, oil, gases, fertilizers, fossils and other like substances as reserved in Patent recorded in Book 165 of Deeds, Page 524, and except all minerals, oil, and gas and hydrocarbon substances as reserved in the Patent and reserved in Deed recorded in Docket 1952, Page 192.

Exhibit B

LEGAL DESCRIPTION OF EASEMENT PROPERTY

[See following pages.]

EXHIBIT "B"

W PIMA STREET ALIGNMENT

A STRIP OF LAND AS DEFINED IN A PORTION OF QUIT CLAIM DEED #2004-1193948, OFFICIAL RECORDS OF MARICOPA COUNTY RECORDER, ARIZONA, AND BEING A PORTION OF THE NORTHEAST QUARTER OF SECTION 16, TOWNSHIP 1 NORTH, RANGE 1 EAST OF THE GILA & SALT RIVER BASE & MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A CITY OF PHOENIX BRASS CAP IN A HANDHOLE MARKING THE NORTHEAST CORNER OF SAID SECTION 16 FROM WHICH A CITY OF PHOENIX BRASS CAP FLUSH MARKING THE EAST QUARTER CORNER OF SAID SECTION 16 BEARS SOUTH 01°48'07" WEST, A DISTANCE OF 2663.86 FEET;

THENCE SOUTH 01°48'07" WEST, ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 16, A DISTANCE OF 1631.90 FEET;

THENCE SOUTH 89°56'28" WEST, A DISTANCE OF 55.39 FEET TO A POINT ON THE WEST LINE OF THAT PROPERTY AS DESCRIBED IN DOCUMENT 2016-0931356, MCR. SAID POINT ALSO BEING THE POINT OF BEGINNING;

THENCE SOUTH 01°35'37" WEST, ALONG SAID WEST LINE, A DISTANCE OF 100.04 FEET;

THENCE SOUTH 89°56'28" WEST, ALONG A PORTION OF THAT PROPERTY AS DESCRIBED IN DOCUMENT 2004-1193948, MCR, A DISTANCE OF 564.46 FEET;

THENCE NORTH 01°35'00" EAST, DISTANCE OF 100.04 FEET;

THENCE NORTH 89°56'28" EAST, A DISTANCE OF 564.47 FEET TO THE POINT OF BEGINNING.



TITLE: XB04

DATE: 2/28/19

DESC: W PIMA STREET
ALIGNMENT

HUNTER
ENGINEERING

10450 N. 74TH ST., SUITE 200
SCOTTSDALE, AZ 85258
T 480 991 3985
F 480 991 3986

CIVIL AND SURVEY

MARW002-XB04.DWG
PROJ.NO.MARW002-S

PAGE 1 OF 2

EXHIBIT "B"

W PIMA STREET ALIGNMENT

W. BUCKEYE ROAD

POC

NE CORNER
SEC 16, T1N, R1E
FND. BC HH

S 91ST AVENUE

1031.96'
S1'48'07"W
1631.90'
L1

POB

APN
101-13-004H
05-1284917 MCR

N89°56'28"E 564.47'

W. PIMA STREET ALIGNMENT

APN
101-13-002C
05-1284917 MCR

100'
PORTION
04-1193948
MCR

N1'35'00"E
100.04'

APN
101-13-001B
04-1193948 MCR



LINE TABLE		
LINE	BEARING	DISTANCE
L1	S89°56'28"W	55.39'

POB= POINT OF BEGINNING
POC= POINT OF COMMENCEMENT

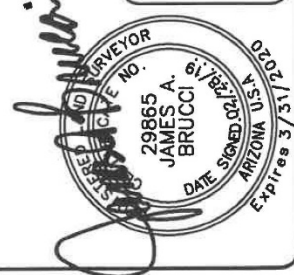
PAGE 2 OF 2

TITLE: XB04
SCALE: 1"=100'
DATE: 02/28/19
DESC: W PIMA STREET
ALIGNMENT

HUNTER
ENGINEERING

10450 N. 74TH ST., SUITE 200
SCOTTSDALE, AZ 85258
T 480 991 3985
F 480 991 3986

MARW002-XB04.DWG
PROJ.NO.MARW002-S



EAST QUARTER CORNER
SECTION 16, T1N, R1E
FND. CITY OF PHOENIX
BRASS CAP FLUSH

Exhibit C

DESCRIPTION OF ROADWAY IMPROVEMENTS

[See following page.]

EXHIBIT "C"

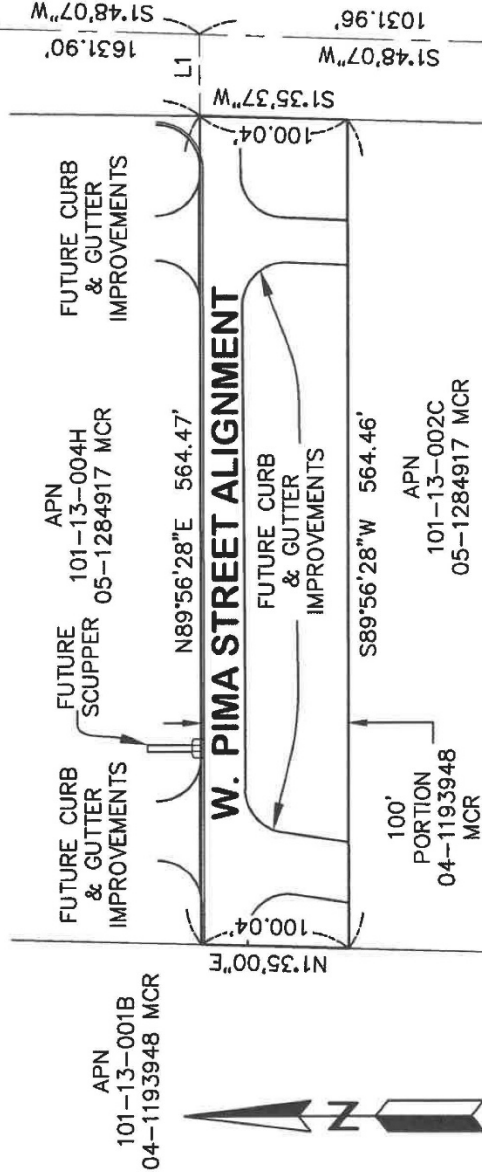
W PIMA STREET ALIGNMENT

W. BUCKEYE ROAD

NE CORNER
SEC 16, T1N, R1E
FND. BC HH

S 91ST AVENUE

EAST QUARTER CORNER
SECTION 16, T1N, R1E
FND. CITY OF PHOENIX
BRASS CAP FLUSH



PAGE 1 OF 1

HUNTER
ENGINEERING

10450 N. 74TH ST., SUITE 200
SCOTTSDALE, AZ 85258
T 480 991 3985
F 480 991 3986

MARWOOD2-XB03.DWG
PROJ.NO.MARWOOD2-S

TITLE: XB04-1

SCALE: 1"=100'

DATE: 02/28/19

DESC: W PIMA STREET
FUTURE IMPROVEMENTS

